
FORM OF
VOTING TRUST AND DIVESTITURE AGREEMENT

by and among

[NEW PREMIERA CORP.],
a Washington corporation,

the [FOUNDATION SHAREHOLDER],
a Washington nonprofit corporation,

and

the [TRUSTEE],
a • corporation.

Dated as of •

VOTING TRUST AND DIVESTITURE AGREEMENT

This Voting Trust and Divestiture Agreement (this “Agreement”) is made and entered into as of the • day of •, by and among [New PREMERA Corp.], a Washington corporation (the “Company”), the [Foundation Shareholder], a Washington nonprofit corporation (the “Beneficiary”), and the [Trustee], as trustee (the “Trustee”).

RECITALS

WHEREAS, pursuant to the terms of that certain Stock Restrictions Agreement, dated as of •, (the “Stock Agreement”), by and among PREMERA, a Washington nonprofit corporation (“PREMERA”), New PREMERA and the Beneficiary, the Beneficiary has acquired, contemporaneously with the execution of this Agreement, • shares of common stock, no par value per share, of the Company (the “Common Stock”), representing 100% of the issued and outstanding shares of Common Stock of the Company;

WHEREAS, the Company became a licensee of the Blue Cross and Blue Shield Association (the “BCBSA”) upon consummation of the series of transactions contemplated by the Plan of Conversion (the “Plan of Conversion”) attached as Exhibit A-4 to the Statement Regarding the Acquisition of Control of a Domestic Health Carrier and a Domestic Insurer which was filed by PREMERA on behalf of the Company with the Insurance Commissioner of the State of Washington, the Attorney General of the State of Washington, the Alaska Division of Insurance and the Oregon Insurance Division on September 17, 2002, thereby enabling the Company to use the “Blue Cross” and “Blue Shield” names and related rights (the “Marks”);

WHEREAS, the Beneficiary desires to maintain the value of its interest in the Company for so long as it continues to own such an interest and believes that the Company’s license to use the Marks will contribute substantially to the Company’s value and its future prospects;

WHEREAS, the Company desires to assure the continuity of corporate policy and management and provide stability in the capital markets with respect to the liquidity and divestiture of its Capital Stock (as defined below);

WHEREAS, the BCBSA has conditioned the Company’s license to continue to use the Marks upon the Company maintaining certain provisions set forth in this Agreement and in its Articles of Incorporation (as defined below) (the “Basic Protections”) which are intended by the BCBSA to enable the Company to remain independent of the Beneficiary and any other Person (as defined below) who may in the future acquire shares of Capital Stock in excess of the Ownership Limit (as defined below) applicable to such Person; and

WHEREAS, in consideration of the foregoing, the Beneficiary has agreed to be bound by the Basic Protections, including (i) a requirement that the Beneficiary deposit into the voting trust established by this Agreement all of the shares of Capital Stock Beneficially Owned (each, as defined below) by the Beneficiary, and (ii) a requirement that the Beneficiary reduce its Beneficial Ownership (as defined below) of each class of Capital Stock to less than eighty

percent (80%) of the issued and outstanding shares of each class of Capital Stock within one (1) year following the Start Date (as defined below), subject to possible extension as provided herein, a requirement that the Beneficiary reduce its Beneficial Ownership of each class of Capital Stock to less than fifty percent (50%) of the issued and outstanding shares of each class of Capital Stock within three (3) years following the Start Date, subject to possible extension as provided herein, and reduce its Beneficial Ownership of each class of Capital Stock to less than five percent (5%) of the issued and outstanding shares of each class of Capital Stock within six (6) years following the Start Date.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Acquisition Proposal” means any tender or exchange offer, proposal for a merger, consolidation, other business combination or acquisition involving the Company or any of its subsidiaries or affiliates or any proposal or offer to acquire in any manner any equity interest in, or any portion of the assets of, the Company or any of its subsidiaries or affiliates.

(b) “Agreement” has the meaning set forth in the Preamble hereof.

(c) “Affiliate” as used with respect to the Beneficiary, the Washington Charitable Organization or the Alaska Charitable Organization, has the meaning ascribed to such term in Rule 12b-2 of the Securities and Exchange Act of 1934, as in effect on the date hereof, but shall be deemed not to include the Company and its subsidiaries.

(d) “Alaska Charitable Organization” means •, an Alaska nonprofit corporation.

(e) “Articles of Incorporation” means the Articles of Incorporation of the Company as in effect at the time that reference is made thereto.

(f) “BCBSA” has the meaning set forth in the Recitals hereof.

(g) “Basic Protections” has the meaning set forth in the Recitals hereof.

(h) “Beneficial Ownership”, “Beneficially Own” and “Beneficial Owner” have the meanings set forth in the Articles of Incorporation.

(i) “Beneficiary” has the meaning set forth in the Preamble hereof.

(j) “Blackout Period” has the meaning set forth in Section 1 of the Registration Rights Agreement.

(k) “Board of Directors” means the Board of Directors of the Company.

(l) “Bylaws” means the Bylaws of the Company as in effect at the time that reference is made thereto.

(m) “Capital Stock” has the meaning set forth in the Articles of Incorporation.

(n) “Change of Control Proposal” means any agreement, plan or proposal involving any merger, consolidation, other business combination or acquisition that, if consummated in accordance with its terms, would result in the holders of the voting Capital Stock of the Company immediately prior to such merger, consolidation, other business combination or acquisition owning less than 50.1% of the outstanding voting securities of the Company or the resulting entity arising out of such merger, consolidation, other business combination or acquisition.

(o) “Company” has the meaning set forth in the Preamble hereof.

(p) “Common Stock” has the meaning set forth in the Recitals hereof.

(q) “Continuing Option” has the meaning set forth in Section 1 of the Registration Rights Agreement.

(r) “Delinquent Shares” means any and all shares of Capital Stock Beneficially Owned by the Beneficiary in excess of the number of shares of Capital Stock that the Beneficiary may Beneficially Own at the One Year Divestiture Deadline, the Three Year Divestiture Deadline, or the Six Year Divestiture Deadline, as the case may be, or at any date to which either the One Year Divestiture Deadline or the Three Year Divestiture Deadline, as the case may be, may be extended pursuant to Section 7.04 or Section 7.05 hereof.

(s) “Demand” has the meaning set forth in Section 1 of the Registration Rights Agreement.

(t) “Foundation Confidential Information” has the meaning set forth in Section 6.02 hereof.

(u) “General Ownership Limit” means that number of shares of Capital Stock as set from time to time by resolution adopted by an Independent Board Majority pursuant to Section 4.15 of the Articles of Incorporation and shall initially be that number of shares of Common Stock one share lower than the number of shares of Common Stock which would represent 20% of all shares of Common Stock issued and outstanding at the time of determination, or (ii) any combination of shares of Capital Stock in any series or class that represents 20% of the ownership interest in the corporation at the time of determination.

(v) “Indemnification Agreement” means that certain Indemnification Agreement, of even date herewith, by and among the Company, PREMERA and the Beneficiary, as amended.

(w) “Indemnified Party” has the meaning set forth in Section 9.06 hereof.

(x) “Independent Board Majority” has the meaning set forth in the Articles of Incorporation.

(y) “Institutional Investor” has the meaning set forth in the Articles of Incorporation.

(z) “Institutional Investor Ownership Limit” means that number of shares of Capital Stock as set from time to time by resolution adopted by an Independent Board Majority pursuant to Section 4.15 of the Articles of Incorporation and shall initially be one share lower than the number of shares of Capital Stock which would represent 10% of the Voting Power of all shares of Capital Stock issued and outstanding at the time of determination.

(aa) “IPO” means the initial Underwritten Offering.

(bb) “Marks” has the meaning set forth in the Recitals hereof.

(cc) “Meetings” has the meaning set forth in Section 6.01(a) hereof.

(dd) “Noninstitutional Investor” has the meaning set forth in the Articles of Incorporation.

(ee) “Noninstitutional Investor Ownership Limit” means that number of shares of Capital Stock as set from time to time by resolution adopted by an Independent Board Majority pursuant to Section 4.15 of the Articles of Incorporation and shall initially be one share lower than the number of shares of Capital Stock which would represent 5% of the Voting Power of all shares of Capital Stock issued and outstanding at the time of determination.

(ff) “Observation Rights” has the meaning set forth in Section 6.01(a) hereof.

(gg) “Observer” has the meaning set forth in Section 6.01(a) hereof.

(hh) “Officers’ Certificate” means a certificate signed by the Chief Executive Officer or the Treasurer and attested by the Secretary or any Assistant Secretary of the Beneficiary.

(ii) “One Year Divestiture Deadline” means the first anniversary of the Start Date, extended day for day, up to a maximum of one hundred and eighty (180) days, for each day the Company is not required to file a Registration Statement (i) in response to an actual Demand pursuant to Section 2(d)(iii) of the Registration Rights Agreement as a result of the Company’s having previously effected a registration of Common Stock, provided that there shall be no such extension if the Company is not required to file a Registration Statement pursuant to said Section 2(d)(iii) because the Company previously effected a registration of Common Stock wherein the Beneficiary exercised its Piggy-Back Rights and received proceeds from the sale of

its shares, or had the opportunity to exercise such rights but chose not to, or (ii) as a result of the pendency of any Blackout Period.

(jj) “Ownership Limit” means each of the Institutional Investor Ownership Limit, the Noninstitutional Investor Ownership Limit, and the General Ownership Limit.

(kk) “Person” means any individual, firm, partnership, corporation (including, without limitation, a business trust), limited liability company, trust, unincorporated association, joint stock company, joint venture or other entity, and shall include any successor (by merger or otherwise) of any such entity.

(ll) “Piggy-Back Rights” has the meaning set forth in Section 1 of the Registration Rights Agreement.

(mm) “Plan of Conversion” has the meaning set forth in the Recitals hereof.

(nn) “Preliminary Option” has the meaning set forth in Section 1 of the Registration Rights Agreement.

(oo) “Registration Rights Agreement” means that certain Registration Rights Agreement, of even date herewith, by and between the Company and the Beneficiary, as amended.

(pp) “Registration Statement” has the meaning set forth in Section 1 of the Registration Rights Agreement.

(qq) “Six Year Divestiture Deadline” means the sixth anniversary of the Start Date, extended day for day, up to a maximum of seven hundred and thirty (730) days, for each day the Company is not required to file a Registration Statement (i) in response to an actual Demand pursuant to Section 2(d)(iii) of the Registration Rights Agreement as a result of the Company’s having previously effected a registration of Common Stock, provided that there shall be no such extension if the Company is not required to file a Registration Statement pursuant to said Section 2(d)(iii) because the Company previously effected a registration of Common Stock wherein the Beneficiary exercised its Piggy-Back Rights and received proceeds from the sale of its shares, or had the opportunity to exercise such rights but chose not to, or (ii) as a result of the pendency of any Blackout Period.

(rr) “Start Date” means the date of the closing on the IPO.

(ss) “Stock Agreement” has the meaning set forth in the Recitals hereof.

(tt) “Successor Trustee” has the meaning set forth in Section 9.04 hereof.

(uu) “Three Year Divestiture Deadline” means the third anniversary of the Start Date, extended day for day, up to a maximum of three hundred sixty five (365) days, for each day the Company is not required to file a Registration Statement (i) in response to an actual Demand

pursuant to Section 2(d)(iii) of the Registration Rights Agreement as a result of the Company's having previously effected a registration of Common Stock, provided that there shall be no such extension if the Company is not required to file a Registration Statement pursuant to said Section 2(d)(iii) because the Company previously effected a registration of Common Stock wherein the Beneficiary exercised its Piggy-Back Rights and received proceeds from the sale of its shares, or had the opportunity to exercise such rights but chose not to, or (ii) as a result of the pendency of any Blackout Period.

(vv) "Transaction Documents" means the documents and agreements listed in Annex A attached hereto.

(ww) "Trustee" has the meaning set forth in the Preamble hereof.

(xx) "Underwritten Offering" has the meaning set forth in Section 1 of the Registration Rights Agreement.

(yy) "Voting Power" has the meaning set forth in the Articles of Incorporation.

(zz) "Voting Trust" means the voting trust established by this Agreement.

(aaa) "Washington Charitable Organization" means •, a Washington nonprofit corporation.

ARTICLE II

DEPOSIT OF STOCK

Section 2.01. Delivery of Capital Stock. Beneficiary shall make such contributions to the Voting Trust of shares of Capital Stock as are necessary so that Beneficiary may Beneficially Own no shares of Capital Stock outside of the Voting Trust. The Trustee hereby acknowledges receipt of • shares of Common Stock acquired by Beneficiary pursuant to the Stock Agreement. Except for any taxes or costs that the Company has a right to be indemnified for by Beneficiary pursuant to the Indemnification Agreement, the Company shall pay any transfer taxes and costs imposed upon the transfer of the shares of Capital Stock Beneficially Owned by the Beneficiary to the Voting Trust at the time of the initial transfer contemplated by this Section 2.01, and the Beneficiary shall pay any such transfer taxes or costs thereafter.

Section 2.02. Certificate Book and Inspection of Agreement. The Trustee shall keep at the address set forth in Section 12.03 hereof correct books of account of all the Trustee's business and transactions relating to the Voting Trust, and a book setting forth the number of shares of Capital Stock held by the Voting Trust. A duplicate of this Agreement and any extension hereof shall be filed with the Secretary of the Company and shall be open to inspection by a shareholder upon the same terms as the record of shareholders of the Company is open to inspection.

ARTICLE III

BENEFICIARY'S INTEREST IN COMMON STOCK

Section 3.01. Retained Interest. Subject to the powers, duties and rights of the Company and the Trustee set forth herein and further subject to the terms of this Agreement, the Registration Rights Agreement, the Articles of Incorporation and the Bylaws, the Beneficiary shall retain the entire economic and beneficial ownership rights in all of the shares of Capital Stock held in the Voting Trust.

Section 3.02. Withdrawal of Shares from Trust. The Beneficiary shall not be entitled to withdraw any shares of Capital Stock from the Voting Trust except to sell its entire Beneficial Ownership interest in such shares of Capital Stock provided that (i) such shares of Capital Stock shall be registered in the name of the purchaser thereof before being withdrawn from the Voting Trust, (ii) such sale of shares of Capital Stock shall not be to an Affiliate of the Beneficiary, the Washington Charitable Organization, or the Alaska Charitable Organization, (iii) except as provided in Section 5.02, such sale of shares of Capital Stock shall not be made to any Person Beneficially Owning any shares of Capital Stock in excess of the Ownership Limit applicable to such Person, (iv) except as provided in Section 5.02, such sale of shares of Capital Stock shall not result in any Person Beneficially Owning any shares of Capital Stock in excess of the Ownership Limit applicable to such Person, and (v) such sale of shares of Capital Stock shall otherwise be permitted pursuant to this Agreement, the Registration Rights Agreement, the Articles of Incorporation and the Bylaws. Except as set forth in this Section 3.02 and in Section 5.02, the Beneficiary shall not transfer any of its retained rights or interest in shares of Capital Stock held in the Voting Trust. Any shares of Capital Stock withdrawn in accordance with this Section 3.02 or Section 5.02 shall, upon withdrawal, cease to be subject to the terms and conditions of this Agreement. In connection with any such withdrawal of shares of Capital Stock from the Voting Trust, the Beneficiary shall deliver to the Trustee and the Company an Officers' Certificate stating to the best knowledge of the signers that the withdrawal is in compliance with clauses (i) through (v) and any such other information as may be reasonably requested by the Trustee or the Company.

ARTICLE IV

TRUSTEE'S POWERS AND DUTIES

Section 4.01. Limits on Trustee's Powers. The Trustee shall have only the powers set forth in this Agreement. It is expressly understood and agreed by the parties hereto that under no circumstances shall the Trustee be personally liable for the payment of any indebtedness or expenses of this Agreement or be liable for the breach or failure of any obligation, representation, warranty, or covenant made or undertaken by the Trustee under this Agreement, except as set forth in this Agreement.

Section 4.02. Right to Vote. With respect to all shares of Capital Stock held in the Voting Trust, the Trustee shall have the exclusive and absolute right in respect of such shares of Capital Stock to vote, assent or consent such shares of Capital Stock at all times during the term of this Agreement, subject to Section 4.03 hereof, including, without limitation, the right to vote at any election of directors and in favor of or in opposition to any resolution, dissolution, liquidation, merger or consolidation of the Company, any sale of all or substantially all of the Company's assets, any issuance or authorization of securities, or any action of any character whatsoever which may be presented at any meeting or require the consent of the shareholders of the Company.

Section 4.03. Voting on Particular Matters. In exercising the Trustee's powers and duties under this Agreement, subject to Section 4.04 hereof, the Trustee shall at all times vote, assent or consent all shares of Capital Stock held in the Voting Trust as follows:

(a) if the matter concerned is the election of directors of the Company, the Trustee shall vote, assent or consent the whole number of shares of Capital Stock held by the Voting Trust in favor of each nominee to the Board of Directors whose nomination has been approved by an Independent Board Majority and vote against any candidate for the Board of Directors for whom no competing candidate has been nominated, selected or approved by an Independent Board Majority;

(b) unless such action is initiated by or with the consent of an Independent Board Majority, the Trustee shall (i) vote against removal of any director of the Company, (ii) vote against any alteration, amendment, change or addition to or repeal of the Bylaws or Articles of Incorporation, (iii) not nominate any candidate to fill any vacancy on the Board of Directors, (iv) not call any special meeting of the shareholders of the Company and not to make, submit or endorse any shareholder proposals to the Company, and (v) not take any action by voting shares of Capital Stock held by the Voting Trust that would be inconsistent with or would have the effect, directly or indirectly, of defeating or subverting the voting requirements contained in this Section 4.03; and

(c) to the extent not otherwise covered by Section 4.03(a) or Section 4.03(b) hereof, the Trustee shall vote in accordance with the recommendation of the Independent Board Majority.

Section 4.04. Presence at Meetings. The Trustee shall ensure, with respect to the shares of Capital Stock held in the Voting Trust hereunder, that such shares of Capital Stock are counted as being present for the purposes of any quorum required for shareholder action of the Company and, to vote, assent or consent as set forth in this Article IV so long as the Trustee (i) has reasonable notice of the time to vote, assent or consent (and the Trustee shall be deemed to have reasonable notice if it shall receive notice within the time periods under the applicable provisions of the Revised Code of Washington), or (ii) has waived such notice.

Section 4.05. Sales. The Trustee shall have no authority to sell any of the shares of Capital Stock deposited pursuant to the provisions of this Agreement, unless expressly permitted pursuant to the terms hereof. Upon the sale of shares of Capital Stock in accordance with the terms hereof, the Trustee shall deliver or cause to be delivered certificates representing such shares of Capital Stock to the Person entitled thereto.

Section 4.06. Contrary Instructions. The Trustee shall not follow any instruction of the Beneficiary if such instruction is contrary to the terms of this Agreement, unless such contrary instruction shall be agreed to in writing by the Beneficiary and the Company.

Section 4.07. Execution by Trustee. The Trustee shall execute all documents as follows:

By: [Trustee], not in its individual capacity, but solely as Trustee.

By: _____
Name: _____
Title: _____

ARTICLE V

STANDSTILL

Section 5.01. Acquisition of Capital Stock. Throughout the term of this Agreement, the Beneficiary shall not, directly or indirectly, (i) individually, or as part of a group, acquire, offer or propose to acquire, or agree to acquire, by purchase or otherwise, Beneficial Ownership of any shares of Capital Stock, or direct or indirect rights or options to acquire (through purchase, exchange, conversion or otherwise) Beneficial Ownership of any shares of Capital Stock (except by reason of stock dividends, stock splits, spinoffs, mergers, recapitalizations, combinations, conversions, exchanges of shares, or the like), or (ii) enter into any agreement, arrangement or understanding, other than for the sale of shares of Capital Stock in accordance with Section 3.02 hereof and the Registration Rights Agreement, with any Person, other than the Company, that

would have the effect of increasing such Person's or the Beneficiary's Beneficial Ownership in any shares of Capital Stock.

Section 5.02. Sale of Capital Stock. Notwithstanding anything in this Agreement to the contrary, the Beneficiary shall not sell or otherwise dispose of any shares of Capital Stock to any Person, or enter into any agreement or other obligation to do so, whether in a private placement, pursuant to a registered offering of securities or otherwise, if (i) such Person Beneficially Owns an amount of Capital Stock in excess of the Ownership Limit applicable to such Person, or (ii) the effect of such sale or other disposition would be to cause such Person to Beneficially Own an amount of Capital Stock which would exceed the Ownership Limit applicable to such Person; *provided, however*, that if an Independent Board Majority approves or recommends that the holders of Capital Stock accept a tender offer or similar transaction or proposal for the purchase of Capital Stock, the Beneficiary shall, upon the request of an Independent Board Majority, agree to sell up to all of the Capital Stock it Beneficially Owns upon such terms as approved or recommended by an Independent Board Majority generally to all then Beneficial Owners of Capital Stock.

Section 5.03. Nomination of Directors. The Beneficiary shall not itself, nor shall it initiate, suggest or otherwise encourage the Board of Directors or any other Person to, (i) nominate any individual as a candidate for election to the Board of Directors, or (ii) appoint any individual to fill any vacancy on the Board of Directors. The Beneficiary shall not support, endorse or otherwise encourage the election of any candidate for election to the Board of Directors other than a candidate or candidates nominated by an Independent Board Majority.

Section 5.04. Acquisition Proposals. The Beneficiary shall not solicit or encourage inquiries or proposals with respect to, or provide any confidential information to, or have any discussions, meetings or other communications with, any Person relating to an Acquisition Proposal or a Change of Control Proposal; *provided, however*, that the Beneficiary may have discussions with any Person concerning the sale or disposal of shares of Capital Stock Beneficially Owned by the Beneficiary in accordance with Section 3.02 hereof and the Registration Rights Agreement to the extent such proposed sale or disposal of shares would not otherwise have the effect, if consummated, of violating the strictures of this Section 5.04. The Beneficiary shall not itself, and it shall not suggest or otherwise encourage the Company or any other person to request the Board of Directors of the Company to consider, support or seek any Acquisition Proposal or Change of Control Proposal or take any action designed, intended or likely to result in an acquisition or change of control proposal being entered into or consummated.

Section 5.05. Contacts. The Beneficiary shall not meet or otherwise communicate with any Person that is seeking to acquire shares of Capital Stock in excess of the Ownership Limit applicable to such Person to the extent that such meeting or other communication relates to such acquisition of shares of Capital Stock, an Acquisition Proposal or a Change of Control Proposal. The Beneficiary shall promptly advise the Company in writing if the Beneficiary or any of its representatives shall have received a communication, contact or inquiry relating to an Acquisition Proposal or a Change of Control Proposal and shall promptly advise the Company of

all information available to the Beneficiary concerning such communication, contact, or inquiry relevant to such Acquisition Proposal or Change of Control Proposal.

Section 5.06. Litigation. The Beneficiary shall not allege or claim, and shall not initiate, join as a party in, or otherwise support, any litigation, suit or cause of action that alleges that (i) any of the Basic Protections, this Agreement or any provisions of the Articles of Incorporation or Bylaws are not enforceable in accordance with their terms, (ii) the Board of Directors should not enforce the Basic Protections, the Company's rights under this Agreement or the Stock Agreement, or provisions of the Articles of Incorporation or Bylaws in any particular case or circumstance, or (iii) the Board of Directors should approve, adopt, disapprove, or abandon any particular Acquisition Proposal or Change of Control Proposal.

Section 5.07. Solicitations of Proxies; Shareholder Proposals. The Beneficiary shall not (i) solicit proxies from shareholders of the Company, (ii) become a "participant" (as defined in Instruction 3 to Item 4 to Schedule 14A promulgated under the Securities Exchange Act of 1934, as amended, or a successor definition if such definition is no longer effective) in any solicitation of proxies from shareholders of the Company, (iii) call any special meeting of shareholders of the Company, or (iv) initiate, solicit or endorse any shareholder proposals to the Company.

ARTICLE VI

OBSERVATION AND CONSULTATION RIGHTS

Section 6.01. Observation Rights. For as long as the Beneficiary owns at least 5% of the outstanding Capital Stock, the Company shall have the right to designate up to three (3) individuals (each an "Observer" and collectively, the "Observers") to be present at and observe the meetings of the board of directors of the Beneficiary, including, but not limited to, any executive sessions, any meetings held by telephone or video teleconferencing or any meetings where at least a quorum of the Beneficiary's directors are present, and any meeting of any committee of the Beneficiary's board of directors or that is composed of the Beneficiary's directors (the "Meetings"). The Beneficiary shall provide to the Observers, at such address as the Observers shall provide to the Beneficiary from time to time, (i) written notice of any Meeting (A) at least 10 days in advance for a regularly scheduled Meeting and at least 3 days in advance for non-regularly scheduled Meeting, or (B) at the same time as the Directors of the Beneficiary, whichever is greater, and (ii) copies of any materials or documents to be presented, discussed or used, including the agenda thereof, at such Meeting (A) at least 3 days before the Meeting at which such materials or documents are to be discussed or presented, or (B) at the same time as the Directors of the Beneficiary, whichever is greater. The Observers shall also have the right to (x) observe any Meeting, (y) speak and participate in deliberations at any Meeting, and (z) inspect the minutes of any Meeting and any of the other books and records of the Beneficiary. The rights set forth in the two preceding sentences are collectively referred to herein as the "Observation Rights".

Section 6.02. Limitations on the Observation Rights. The Observers shall (i) not have the power to vote at any Meeting, (ii) not owe any fiduciary duty towards the Beneficiary, and (iii) not disclose any confidential non-public information obtained solely while exercising such Observers' Observation Rights (the "Foundation Confidential Information") to any other person except the Company, its directors, officers, employees and agents. Without the consent of the Beneficiary (such consent not to be unreasonably withheld), the Company, its officers, directors, employees, and agents shall agree not to disclose the Foundation Confidential Information, except as required by (A) any applicable law or administrative rule, (B) any judicial or administrative order, or (C) any contract or agreement to which the Company is a party.

Section 6.03. Consultation Rights. For so long as the Beneficiary Beneficially Owns more than fifty percent (50%) of the outstanding Capital Stock, the Company shall consult with the Beneficiary prior to entering into a definitive agreement regarding an Acquisition Proposal or Change of Control Proposal; *provided, however*, that the consultation rights set forth in this Section 6.02 shall in no way be deemed to alter, modify or amend the provisions of Article IV hereof or create for the Company any duty or obligation to take or refrain from taking any particular action as a result of such consultation. The Beneficiary shall comply with the same confidentiality and non-disclosure obligations that apply to directors and officers of the Company with respect to all information obtained by the Beneficiary in connection with any such consultation. Nothing in this Agreement shall be construed to limit the rights of the Beneficiary as a shareholder of the Company to communicate with the Board of Directors of the Company regarding Acquisition Proposals or Change of Control Proposals or, except as otherwise provided in Section 5.07 hereof, any other matter pertaining to the Company. The Company and the Beneficiary shall keep confidential the contents of all such communications from the Beneficiary, provided that either party may disclose the contents of such communications if required by law.

ARTICLE VII

AGREEMENT TO DIVEST SHARES OF CAPITAL STOCK

Section 7.01. Sale of Beneficiary's Capital Stock by First Anniversary. The Beneficiary hereby covenants and agrees that it shall sell, convey, or otherwise dispose of shares of Capital Stock (so that the Beneficiary is no longer a Beneficial Owner of such shares of Capital Stock) so that the Beneficiary Beneficially Owns less than eighty percent (80%) of the issued and outstanding shares of each class of Capital Stock on or prior to the One Year Divestiture Deadline. Any such disposition shall comply with the terms of this Agreement, the Registration Rights Agreement, the Articles of Incorporation, and the Bylaws.

Section 7.02. Sale of Beneficiary's Capital Stock by Third Anniversary. The Beneficiary hereby covenants and agrees that it shall sell, convey, or otherwise dispose of shares of Capital Stock (so that the Beneficiary is no longer a Beneficial Owner of such shares of Capital Stock) so that the Beneficiary Beneficially Owns less than fifty percent (50%) of the issued and

outstanding shares of each class of Capital Stock on or prior to the Three Year Divestiture Deadline. Any such disposition shall comply with the terms of this Agreement, the Registration Rights Agreement, the Articles of Incorporation, and the Bylaws.

Section 7.03. Sale of Beneficiary's Capital Stock by Sixth Anniversary. The Beneficiary hereby covenants and agrees that it shall sell, convey or otherwise dispose of shares of Capital Stock (so that the Beneficiary is no longer a Beneficial Owner of such shares of Capital Stock) so that the Beneficiary Beneficially Owns less than five percent (5%) of the issued and outstanding shares of each class of Capital Stock on or prior to the Six Year Divestiture Deadline. Any such disposition shall comply with the terms of this Agreement, the Registration Rights Agreement, the Articles of Incorporation, and the Bylaws.

Section 7.04. Extension of Divestiture Deadlines Sought by Beneficiary. Notwithstanding Section 7.01 or Section 7.02 hereof, the Company shall extend the One Year Divestiture Deadline and the Three Year Divestiture Deadline (but not the Six Year Divestiture Deadline), as the case may be, if (i) the Beneficiary makes a good faith and reasonable determination (and provides the reasons therefor) that compliance with Section 7.01 or Section 7.02, hereof, as the case may be, would have a material adverse effect on the Beneficiary, (ii) the Beneficiary advises the Company of such determination (and provides the reasons therefor) and makes a reasonable request for an extension of the One Year Divestiture Deadline or the Three Year Divestiture Deadline, as the case may be, and (iii) the Company receives written confirmation from the BCBSA that the extension of the One Year Divestiture Deadline or the Three Year Divestiture Deadline, as the case may be, requested by the Beneficiary would not cause a violation of the license agreements governing the Company's use of the Marks. The Company shall not oppose the Beneficiary's request for an extension of the One Year Divestiture Deadline or the Three Year Divestiture Deadline, as the case may be, and shall take reasonable steps, as reasonably requested by the Beneficiary, to assist the Beneficiary in its efforts to obtain an extension of the One Year Divestiture Deadline or the Three Year Divestiture Deadline, as the case may be; *provided, however*, that the Company shall have no obligation, among other things, to incur any fees or expenses for its own account in connection with such assistance. The Beneficiary acknowledges that, notwithstanding the scope or degree of assistance provided by the Company, the BCBSA shall have the sole and absolute authority and discretion to determine whether to consent to an extension of the One Year Divestiture Deadline or the Three Year Divestiture, as the case may be, but shall have no obligation to grant such consent, and that in no event shall the Company have any liability to the Beneficiary or any other Person in the event that the BCBSA shall determine to deny any such extension request.

Section 7.05. Extension of Divestiture Deadlines Sought by Company. Notwithstanding Section 7.01 or Section 7.02 hereof, the Company shall extend the One Year Divestiture Deadline or the Three Year Divestiture Deadline, (but not the Six Year Divestiture Deadline), as the case may be, if (i) the Company makes a good faith determination that compliance with Section 7.01 or Section 7.02 hereof, as the case may be, would have an adverse effect on the Company, or any of its shareholders other than the Beneficiary, and (ii) the Company receives written confirmation from BCBSA that the extension of the One Year Divestiture Deadline or the Three Year Divestiture Deadline, as the case may be, requested by the Company would not

cause a violation of the license agreement governing the Company's use of the Marks. The Beneficiary and the Company acknowledge that the BCBSA shall have the sole and absolute authority and discretion to determine whether to consent to an extension of the One Year Divestiture Deadline or the Three Year Divestiture, as the case may be, but shall have no obligation to grant such consent, and that in no event shall the Company have any liability to the Beneficiary or any other Person in the event that the BCBSA shall determine to deny any such extension request.

Section 7.06. Failure to Meet Divestiture Deadlines. In the event that the Beneficiary shall fail to meet either the One Year Divestiture Deadline or the Three Year Divestiture Deadline, as the case may be, and an extension thereof shall not have been granted pursuant to Section 7.04 or Section 7.05 hereof, shall fail to meet any extended One Year Divestiture Deadline or Three Year Divestiture Deadline, as the case may be, that may have been granted pursuant to Section 7.04 or Section 7.05 hereof, or shall fail to meet the Six Year Divestiture Deadline, then the Company shall (i) arrange for the sale of the Delinquent Shares in a manner (whether in private or public transactions) and at such time or times as shall be commercially reasonable under the circumstances (giving effect to, among other things, market conditions and related matters) or (ii) redeem the Delinquent Shares by exercising the Preliminary Option or the Continuing Option, as applicable, pursuant to Section 5 of the Registration Rights Agreement; *provided*, that subject to the foregoing, the Company shall have no liability to the Beneficiary or any other Person on the grounds that (A) the Company failed to take actions which could have produced higher proceeds for the sale of the Delinquent Shares or (B) the Company choose to sell the Delinquent Shares pursuant to clause (i) as opposed to redeeming the Delinquent Shares pursuant to clause (ii) or vice versa. In any such case, the Beneficiary shall promptly take all action reasonably requested by the Company in order to facilitate the sale of the Delinquent Shares, and the Company shall be entitled to receive customary representations and warranties from the Beneficiary regarding the Delinquent Shares (including representations regarding good title to such shares, free and clear of all liens, claims, security interests and other encumbrances). Until sold, the Delinquent Shares shall be voted by the Trustee as directed by the Independent Board Majority. Upon the sale of the Delinquent Shares, the Trustee shall deliver the shares to the purchaser thereof as directed by the Company, and all proceeds from such sale, less all expenses incurred by the Company, shall be distributed to the Beneficiary as soon as practicable.

ARTICLE VIII

DIVIDENDS AND DISTRIBUTIONS

Section 8.01. Cash. The Beneficiary shall be entitled to receive payments equal to the amount of cash dividends, if any, collected or received by the Trustee or its successor upon the number of shares of Capital Stock held in the Voting Trust, subject to deduction in respect of expenses, charges or fees pursuant to Section 9.02 or 9.03 hereof. The Trustee and the Company shall arrange for the direct payment by the Company of all or a portion (as provided in the preceding sentence) of such cash dividends to the Beneficiary.

Section 8.02. Stock. In the event that the Trustee shall receive, as a dividend or other distribution upon any shares of Capital Stock held by the Trustee under this Agreement, any shares of stock or securities convertible or exchangeable into stock of the Company, the Trustee shall hold the same and said shares shall be subject to all of the terms and conditions of this Agreement to the same extent as if originally deposited hereunder.

Section 8.03. Other Distributions. In the event that, at any time during the term of this Agreement, the Trustee shall receive or collect any monies through a distribution by the Company to its shareholders, other than in payment of cash dividends, or shall receive any property (other than shares of Capital Stock or securities convertible into or exchangeable for Capital Stock) through a distribution by the Company to its shareholders, the Trustee shall distribute the same to the Beneficiary, subject to deduction in respect of expenses, charges or fees pursuant to Section 9.02 or 9.03 hereof.

ARTICLE IX

THE TRUSTEE

Section 9.01. Use of Proxies. The Trustee may vote, assent or consent with respect to all shares of Capital Stock held in the Voting Trust in person or by such person or persons as it may from time to time select as its proxy, provided that the Trustee shall at all times do so in conformity with the provisions of Article IV.

Section 9.02. Expenses. The Trustee is expressly authorized to incur and pay such reasonable expenses and charges, to employ and pay such agents, attorneys and counsel, and to incur and pay such other charges and expenses as the Trustee may deem reasonably necessary and proper for negotiating and administering this Agreement. Prior to the IPO, the Company shall reimburse the Trustee for any such expense and charges. After the IPO, the Beneficiary shall be solely responsible for such expenses and charges, which may be deducted from the cash dividends or other monies received by the Trustee on the shares of Capital Stock deposited hereunder to the extent unreimbursed by the Beneficiary.

Section 9.03. Compensation. Prior to the IPO, the Company shall compensate the Trustee for its services as Trustee hereunder as provided in the Trustees' fee schedule, attached hereto as Exhibit A. After the IPO, the Beneficiary shall solely responsible for such compensation, which may be deducted from the cash dividends or other monies received by the Trustee on the shares of Capital Stock deposited in the Voting Trust, to the extent otherwise unpaid by the Beneficiary.

Section 9.04. Successor Trustee. The Trustee may resign after giving thirty (30) days' advance written notice of its resignation to the Company and the Beneficiary, provided that such resignation shall not become effective until a reasonably competent alternate (the "Successor Trustee") shall have become bound by this Agreement. The Company may in addition terminate the Trustee after giving thirty (30) days' advance written notice thereof to the Trustee, provided

that such termination of the Trustee shall not become effective until a Successor Trustee shall have become bound by this Agreement. If the Trustee shall resign or be so terminated by the Company, the Trustee shall be replaced by a Successor Trustee. The Successor Trustee shall be designated by the Company. The Successor Trustee shall enjoy all the rights, powers, interests and immunities of the Trustee originally designated and shall agree in writing to be bound by this Agreement.

Section 9.05. Qualifications of Trustee. Throughout the term of the Voting Trust, the Trustee or Successor Trustee, as the case may be, must satisfy each of the following qualifications: (i) the Trustee or Successor Trustee, as the case may be, must be an institution duly authorized to act as such a Trustee or Successor Trustee under the laws of the State of Washington, (ii) the Trustee or Successor Trustee, as the case may be, must, either on an individual basis or on a consolidated basis together with its subsidiaries and affiliates, have minimum shareholders' equity of \$500,000,000, (iii) the Trustee or Successor Trustee, as the case may be, must not own for its own account more than one percent (1%) of the issued and outstanding securities of the Company, and (iv) no director, or officer of the Trustee or any Successor Trustee, as the case may be, may serve as a director or officer of the Company, the Beneficiary, the Washington Charitable Organization, or the Alaska Charitable Organization (and no director or officer of the Company, the Beneficiary the Washington Charitable Organization, or the Charitable Organization shall serve as a director or officer of the Trustee or Successor Trustee, as the case may be). In the event that the Trustee or Successor Trustee, as the case may be, shall fail to meet any of the conditions set forth in this Section 9.05, the Company shall replace the Trustee or the Successor Trustee, as the case may be, as provided in Section 9.04 hereof.

Section 9.06. Trustee's Liability. The Trustee shall not be liable for any act or omission undertaken in connection with its powers and duties under this Agreement, except for any willful misconduct or gross negligence by Trustee. No Successor Trustee shall be liable for actions or omissions of the Trustee or any other Successor Trustee. The Trustee shall not be liable in acting on any notice, request, consent, certificate, instruction, or other paper or document or signature reasonably believed by it to be genuine and to have been signed by the proper party. The Beneficiary covenants and agrees to indemnify and hold harmless the Trustee and its affiliates, directors, officers, employees, agents and advisors (each an "Indemnified Party"), without duplication, from and against any and all claims, damages, losses, liability, obligations, actions, suits, costs, disbursements and expenses (including without limitation reasonable fees and expenses of counsel) incurred by any Indemnified Party, in any way relating to or arising out of or in connection with or by reason of the preparation for a defense of any investigation, litigation or proceeding arising out of this Agreement or the shares of Capital Stock held pursuant to this Agreement, the administration of this Agreement or the action or inaction of the Trustee hereunder, except to the extent such claim, damage, loss, liability, obligation, action, suit, cost, disbursement or expense results from such Indemnified Parties' gross negligence or willful misconduct. The indemnity set forth in this Section 9.06 shall be in addition to any other obligation or liabilities of the Beneficiary hereunder or at common law or otherwise and shall survive the termination of this Agreement.

Section 9.07. Duties of Trustee. The Trustee undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Company and the Beneficiary shall be bound:

(a) The Trustee may consult with legal counsel (reasonably competent for the purpose), and the advice or opinion of such counsel shall be full and complete authorization and protection to the Trustee as to any action taken or omitted by it in good faith and in accordance with such advice or opinion.

(b) The Trustee is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any one of the Chair of the Board, the Chief Executive Officer, the President, the Secretary, or the Treasurer of the Company, subject to Section 4.06 hereof, the Chief Executive Officer or the Treasurer of the Beneficiary, as applicable, and to apply to such officers for advice or instructions in connection with its duties, and it shall not be liable for any action taken or omitted by it in good faith in accordance with instructions of any such officer or for any delay in acting while waiting for those instructions. The Trustee shall furnish to the Company copies of all communications received by the Trustee from the Beneficiary relating to this Agreement, and the Trustee shall furnish to the Beneficiary copies of all communications received by the Trustee from the Company relating to this Agreement. Whenever in the performance of its duties under this Agreement the Trustee shall deem it necessary or desirable that any fact or matter be proved or established by the Company or the Beneficiary or any directors, officers or other agents thereof prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by any one of the Chair of the Board, the Chief Executive Officer, the President, the Secretary, or the Treasurer of the Company or the Chief Executive Officer or the Treasurer of the Beneficiary, which is attested by the Secretary or any Assistant Secretary of the Beneficiary, as applicable, and delivered to the Trustee; and such certificate shall be full authorization to the Trustee for any action taken or omitted by it in good faith under the provisions of this Agreement in reliance upon such certificate.

(c) Each of the Company and the Beneficiary agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Trustee for the carrying out or performing by the Trustee of the provisions of this Agreement.

(d) The Trustee undertakes only the express duties and obligations imposed on it by this Agreement and no implied duties or obligations shall be read into this Agreement against the Trustee.

(e) No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of its rights if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnification against such risk or liability is not reasonably assured to it.

ARTICLE X

TERMINATION

Section 10.01. Term and Termination. This Agreement shall terminate upon the earlier of (i) joint written notice by the Beneficiary and the Company to the Trustee that the Beneficiary Beneficially Owns less than five percent (5%) of the issued and outstanding shares of Common Stock and less than five percent (5%) of the issued and outstanding shares of every other class of Capital Stock; and (ii) the sixth (6th) anniversary hereof; *provided, however*, that at any time before such expiration date (or before the expiration date after an extension in accordance herewith) the Beneficiary and the Company, together with the written consent of the Trustee, may extend the term of this Agreement for an additional period of not more than ten years from the date of the extension agreement. Otherwise, the Voting Trust is hereby expressly declared to be and shall be irrevocable.

Section 10.02. Delivery of Stock Certificate(s). If the Beneficiary is not in compliance with the provisions of Section 7.03 as of the date of termination of this Agreement, then the Trustee shall deliver the stock certificates then held in trust to the share escrow agent then serving pursuant to the Articles of Incorporation of the Company and the share escrow agent shall hold title to the Capital Stock represented thereby, all to the extent provided by the Articles of Incorporation, subject to payment by the Beneficiary of any and all taxes and other expenses relating to the transfer or delivery of such certificates. To the extent upon termination of this Agreement the Beneficiary is in compliance with Section 7.03 hereof and any shares of Capital Stock are not required to be held by the share escrow agent pursuant to the Articles of Incorporation, then the Trustee shall deliver to the Beneficiary stock certificate(s), with the appropriate legend as provided in the Articles of Incorporation, representing such number of shares of Capital Stock, subject to payment by the Beneficiary of any and all taxes and other expenses relating to the transfer or delivery of such certificates.

ARTICLE XI

MUTUAL REPRESENTATIONS AND WARRANTIES

Section 11.01. Company Representations. The Company hereby represents and warrants to the Beneficiary and the Trustee that (i) the Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington, (ii) the Company has the corporate power to execute, deliver and perform its obligations under this Agreement, (iii) the Company has authorized the execution, delivery and performance of its obligations under this Agreement by all necessary corporate action, (iv) the Company has duly executed and delivered this Agreement, (v) the execution and delivery by the Company of this Agreement and the performance by the Company of its obligations hereunder (1) do not violate the Articles of Incorporation or the Bylaws and (2) do not breach or result in a default under any agreement to

which the Company is a party, and (vi) as of the effective date of this Agreement, the Company is not in breach of its obligations hereunder.

Section 11.02. Beneficiary Representations. The Beneficiary hereby represents and warrants to the Company and the Trustee that (i) the Beneficiary is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Washington, (ii) the Beneficiary has the corporate power to execute, deliver and perform its obligations under this Agreement, (iii) the Beneficiary has authorized the execution, delivery and performance of its obligations under this Agreement by all necessary corporate action, (iv) the Beneficiary has duly executed and delivered this Agreement, (v) the execution and delivery by the Beneficiary of this Agreement and the performance by the Beneficiary of its obligations hereunder (1) do not violate its articles of incorporation or bylaws and (2) do not breach or result in a default under any agreement to which the Beneficiary is a party, (vi) as of the effective date of this Agreement, the Beneficiary is the Beneficial Owner of • shares of Common Stock, and the Beneficiary does not Beneficially Own any other shares of Capital Stock of the Company, and (vii) as of the effective date of this Agreement, the Beneficiary is not in breach of its obligations hereunder.

Section 11.03. Trustee Representations. The Trustee hereby represents and warrants to the Company and the Beneficiary that (i) the Trustee is a corporation duly organized as a • under the laws of •, (ii) the Trustee has the requisite power to execute, deliver and perform its obligations under this Agreement, (iii) the Trustee has authorized the execution, delivery and performance of its obligations under this Agreement by all necessary corporate or other action, (iv) the Trustee has duly executed and delivered this Agreement, and (v) the execution and delivery by the Trustee of this Agreement and the performance by the Trustee of its obligations hereunder (1) do not violate its [articles of incorporation or bylaws], and (2) do not breach or result in a default under any agreement to which the Trustee is a party.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Merger, Consolidation, Sale of Assets. If the Company shall merge into or consolidate with another corporation or corporations, or if all or substantially all of the assets of the Company are transferred to another corporation, the shares of which are issued to shareholders of the Company in connection with such merger, consolidation or transfer, then the term “Company” shall be construed, so long as the Marks continue to be licensed by such entity or its subsidiary from BCBSA, to include such successor corporation, and the Trustee shall receive and hold under this Agreement any shares of such successor corporation received by it on account of its ownership as Trustee of shares of Capital Stock held by it hereunder prior to such merger, consolidation or transfer.

Section 12.02. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and each and all of their respective heirs, executors, administrators,

successors and assigns. Notwithstanding any provision of this Agreement, the provisions of this Agreement shall not be binding on any transferee or purchaser from the Beneficiary (other than a Person who is an Affiliate of the Beneficiary and except that any and all shares of Capital Stock sold in violation of this Agreement, the Registration Rights Agreement, the Articles of Incorporation or the Bylaws shall remain subject to this Agreement). In case at any time the Trustee shall resign and no Successor Trustee shall have been appointed within thirty (30) days after notice of such resignation has been given as required by Section 9.04 hereof, the resigning Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and appropriate, appoint a Successor Trustee.

Section 12.03. Notices. All notices, consents, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given or made: (i) when delivered in person, (ii) three (3) days after deposited in the United States mail, first class postage prepaid, (iii) in the case of telegraph or overnight courier services, one (1) business day after delivery to the telegraph company or overnight courier service with payment provided, or (iv) in the case of telex or telecopy or fax, when sent, verification received; in each case addressed as follows:

(a) if to the Company:

[New PREMIERA Corp.]
P.O. Box 327
Mail Stop 316
Seattle, Washington 98111
Attention: John P. Domeika,
Senior Vice President and General Counsel
Facsimile: (425) 670-5267

with a copy to:

Preston Gates & Ellis LLP
701 5th Avenue, Suite 5000
Seattle, Washington 98104
Attention: C. Kent Carlson
Facsimile: (206) 623-7022

and

Sullivan & Cromwell
125 Broad Street
New York, New York 10004
Attention: William D. Torchiana
Facsimile: (212) 558-3588

(b) if to the Beneficiary:

Attention: _____
Facsimile: _____

with a copy to:

Attention: _____
Facsimile: _____

(c) if to the Trustee:

Attention: _____
Facsimile: _____

with a copy to:

Attention: _____
Facsimile: _____

Section 12.04. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to Washington's conflict of law or choice of law rules. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts situated in King County, Washington in any proceeding relating to this Agreement, and agree that any process or summons in any such action may be served by providing to the party a copy thereof in accordance with the notice provisions of this Agreement.

Section 12.05. Attorneys' Fees. In the event of any suit or other proceeding between the Company and the Beneficiary with respect to any of the transactions contemplated hereby or the subject matter hereof, the prevailing party shall, in addition to such other relief as the court may award, be entitled to recover reasonable attorneys' fees, expenses and costs of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapters 7, 11 and 13 of the United States Bankruptcy Code or any successor thereto.

Section 12.06. Injunctions; Specific Performance. Each party hereto acknowledges and agrees that the rights and obligations set forth in this Agreement are unique and of such a nature as to be inherently difficult or impossible to value monetarily and irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Therefore, each party hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court having jurisdiction, such remedy being in addition to any other remedy to which such party may be entitled at law or in equity.

Section 12.07. Fair Construction. This Agreement is the product of negotiation and shall be deemed to have been drafted by all of the parties. It shall be construed in accordance with the fair meaning of its terms and its language shall not be strictly construed against, nor shall ambiguities be resolved against, any particular party.

Section 12.08. Amendments and Waivers. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, and no consent to any departure herefrom, shall in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, no waiver on the part of any party hereto of any right, power or privilege hereunder shall operate as a waiver of any other right, power, or privilege hereunder, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The waiver or consent (whether express or implied) by any party of the breach of any term or condition of this Agreement shall not prejudice any remedy of any other party in respect of any continuing or other breach of the terms and conditions hereof, and shall not be construed as a bar to any right or remedy which any party would otherwise have on any future occasion under this Agreement.

Section 12.09. Entire Agreement. This Agreement, including any exhibits or attachments referred to herein, together with the other Transaction Documents, contain the entire agreement between the parties hereto regarding the subject matter hereof and may not be amended, altered or modified except by a writing signed by the parties hereto. This Agreement

supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof, all of which are specifically integrated into this Agreement; provided that this Agreement shall not be interpreted as superseding any of the Transaction Documents. No party hereto shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth herein or in the Transaction Documents; and the parties hereto further acknowledge and agree that in entering into this Agreement they have not in any way relied and will not rely in any way on any of the foregoing not specifically set forth herein or in the Transaction Documents.

Section 12.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 12.11. Descriptive Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 12.12. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, shall be held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all remaining provisions contained herein shall not be in any way impaired thereby.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[New PREMERA CORP.]

By: _____
Name: _____
Title: _____

[FOUNDATION SHAREHOLDER]

By: _____
Name: _____
Title: _____

[TRUSTEE]

By: _____
Name: _____
Title: _____

Transaction Documents

EXHIBIT A

Trustee Fee Schedule